



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
WORK SESSION NOTICE
SEPTEMBER 24, 2020, AT 6:15 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak

one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

C.1. Discussion and/or Action [Fire Chief Bidon]: Chief Bidon will present the Whetstone Fire District's proposed new Intergovernmental Agreement (IGA) with the Town to continue to provide the Town with fire protection and emergency medical services.

D. Adjournment

Posted at 5:00 PM on September 21, 2020, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby Window 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library Window 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Ms. Brandye Thorpe
Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF HUACHUCA CITY
AND THE WHETSTONE FIRE DISTRICT
FOR FIRE PROTECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered, effective as of November 1, 2017 (“**Effective Date**”), by and between the **TOWN OF HUACHUCA CITY**, An Arizona municipality located in Cochise County, and the **WHETSTONE FIRE DISTRICT**, a special taxing District located in Cochise County (WFD) either of which may be referred to in this Agreement as a “**Party**” and both may be referred to in this Agreement as “**Parties**”.

RECITALS:

WHEREAS, Huachuca City and WFD currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

WHEREAS, Huachuca City is bordered by WFD, and the fire departments for Huachuca City and WFD have a recent history of working in close harmony on matters of mutual concern, such as through the Automatic Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, Huachuca City and WFD could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if WFD assumed primary responsibility for provision of fire suppression and certain other fire related services in Huachuca City, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by-A.R.S. § 11-952-, and charters for the respective entities; and

WHEREAS, Huachuca City and WFD, through their respective City Council and Fire District Governing Board, have determined that it is in the best interest of the public that each entity enter into this Agreement by which WFD will provide fire suppression and certain other fire related services in Huachuca City, subject to the terms, conditions and consideration set forth in this Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Huachuca City and WFD agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Huachuca City and WFD with respect to the provision of fire suppression services and other fire

related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the “**Fire Services**”), by the Whetstone Fire District (“**WFD**”) within the jurisdictional boundaries of the Town of Huachuca City. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties’ obligations with respect to E-911 communications, personnel, property, fire stations lease, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, WFD does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Huachuca City’s Fire Department.

2. **TERM & TERMINATION:**

A. Term: This Agreement shall commence on the 1st day of November, 2017 (the “**Effective Date**”), and continue thereafter until the 31st day of December, 2020, unless earlier terminated as provided herein. The term of the Lease of the Fire Station Facilities, as provided in paragraph 10 below, shall be coterminous with the term of the Agreement. These two terms shall be jointly referred to in this Agreement as the “**Term**”.

B. Termination: In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**Default**”), the Agreement shall terminate if the defaulting Party fails to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement. The written notice shall specify the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) day cure period. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in the notice, or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to by the Huachuca City Manager and the WFD Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. However, if the Default is a failure of Huachuca City to appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the cure period shall be thirty (30) days from the date of written notice from WFD, unless the WFD Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION:** Huachuca City and WFD agree that WFD will provide fire suppression services within the jurisdictional boundaries of the Town of Huachuca City during the Term of this Agreement. The level of fire suppression service will be equivalent to that provided to WFD residents and shall be substantially consistent with the “**Chief’s Action Plan**,” attached hereto and incorporated herein as **Exhibit A-1** and the “**Travel Response Standard**,” subject to the assumptions and variables set forth therein, attached hereto and incorporated herein as **Exhibit A-2**. In accordance with WFD’s collective bargaining agreement, WFD will staff each fire vehicle with two (2) firefighters at the Fire Station Facilities identified in paragraph 10 below. The Chief’s Action Plan may be amended from time to time, in the sole discretion of the WFD Fire Chief, so long as the WFD Service Level is maintained. A copy of any amended Chief’s Action Plan will be sent to the Huachuca City Manager in accordance with the notice paragraph of this Agreement.

4. **FIRE PREVENTION:**

4.1 Fire Prevention Services: WFD will remain responsible for fire prevention services within the jurisdictional boundaries of the Town of Huachuca, including without limitation the enforcement of Huachuca City's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of WFD being acquainted with structures in Huachuca City as well as fire prevention measures that would protect the lives of WFD firefighters, Huachuca City, through its Building Inspector, agrees to cooperate and coordinate with WFD with respect to fire prevention activities, and WFD will be notified and afforded the opportunity to participate in fire prevention activities, as described in **Exhibit B** attached hereto and incorporated herein.

4.2 Applicable Codes: Huachuca City and WFD agree that the international fire and building codes for Huachuca City and WFD should be compatible. WFD agrees within one (1) year of the Effective Date of this Agreement to adopt the 2015 International Building and Fire Codes and to adopt any subsequent versions of the building and fire codes within six (6) months of WFD's adoption of said subsequent versions of said codes.

5. **EMERGENCY MEDICAL SERVICES:** WFD shall arrange, by separate contract or by other means, for emergency medical services to be provided within the jurisdictional boundaries of Huachuca City, with Canyon Vista Medical Center being the primary hospital. The level of emergency medical services will be equivalent to that provided to WFD residents. During the Term of this Agreement, two ambulances will be staffed, each ambulance will be based at the Fire Station Facilities identified in paragraph 10 below. Fry Fire District (FFD) will remain the primary transport agency as per Certificate of Necessity (CON) issued by the State of Arizona.

6. **HUACHUCA CITY POLICE DEPARTMENT:**

6.1 Arson and Fire Investigations: During the Term of this Agreement, WFD shall perform all "cause and origin" fire investigations in Huachuca City, consistent with its investigative practices and procedures within the WFD. WFD will work in conjunction with the Huachuca City Police Department ("HCPD") on all fire and arson investigations which involve or result from the commission of a criminal act in Huachuca City. HCPD will assist WFD in the conduct of such investigations; will be responsible for all criminal processes resulting from WFD Fire investigations with the County Attorney for Cochise County; and will coordinate such WFD Fire investigations, to the extent appropriate, with the Department of Human Services and the juvenile court system.

6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of WFD, WFD will coordinate with HCPD to provide the following assistance:

- Traffic control at accidents scenes to which WFD has been dispatched;
- Use of a ladder truck to provide roof access and aerial crime scene photographs;
- Establishment of a protocol in regard to Active Shooter scenarios.

6.3 Communications: HCPD and WFD will cooperate in establishing a means of radio and other communication between the two departments.

7. EMERGENCY NOTIFICATION AND DISPATCH SERVICES:

Huachuca City will provide for dispatch services for all emergency 9-1-1 (“E-911”) calls. E-911 calls for fire and emergency medical-related matters will be immediately transferred to WFD’s 911 Emergency Communication Center by Huachuca City’s Dispatch through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification (“ANI/ALI”) received by Huachuca City’s Dispatch. Huachuca City will operate through its E-911 Authority Board’s Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Huachuca City, in conjunction with its E-911 service providers, will make any changes to its communication system necessary to expedite the transfer of E-911 information to WFD dispatchers (City of Sierra Vista Police Department), thereby minimizing any delay to its citizens.

8. HUACHUCA CITY FIRE PERSONNEL:

Lateral Appointment: Huachuca City Fire Department (“**Huachuca City Fire**”) personnel, who (i) obtain a Certificate of Good Standing from the Town of Huachuca City, and (ii) accept offers tendered by WFD’s Fire Chief, shall become personnel of WFD and shall operate under the direction and control of WFD. Such personnel shall receive lateral appointment to WFD at their current rank, but not higher than the rank of Captain, and will be paid at the applicable base salary and benefits as defined by the WFD Pay Scale.

9. ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT; APPARATUS:

9.1 Rolling Stock: Huachuca City hereby grants and conveys to WFD all of its right, title and interest, free of any encumbrances, in the rolling stock currently owned by Huachuca City as listed below:

Spartan Gladiator Classic Engine
Ferrara Intruder Engine
2013 Ford F-350 Pick-up
2013 Ford-550 Bruch Truck
Yamaha Rhino 660 Special Edition
Flatbed (4) Wheel Trailer (for Rhino)

9.1.1 Rolling Stock: WFD will not use the following apparatus and conveys all its rights, title and interest, free of any encumbrances to Huachuca City:

2004 Ford F-250 Pick-up with camper shell
1999 Chevrolet 3500 Utility Truck
Water Tender (homemade) Military Truck
(2) Got Ice (2) wheel Ice Trailer
Magnum Light Trailer

9.2 Furniture, Fixtures & Equipment: Huachuca City hereby grants and conveys to WFD all of its right, title and interest, free of encumbrances, in the furniture, fixtures and equipment listed in **Exhibit C** attached hereto and incorporated herein by reference.

9.3 Conveyance & Ownership: Huachuca City shall deliver to the WFD Fire Chief within thirty (30) days following the Effective Date of this Agreement (except for the one KME Type Three Interface Engine, 2017): (a) duly executed bill(s) of sale conveying unencumbered title to all rights in the above-listed rolling stock and the furniture, fixtures and equipment listed in **Exhibit C**; and (b) with respect to vehicles, duly endorsed certificates of title transferring unencumbered vehicular title to WFD. Any other Huachuca City rolling stock and furniture, fixtures and equipment not specifically listed above or in **Exhibit C** shall remain the property of and in the possession and control of Huachuca City and shall be removed from the Fire Station Facilities identified in paragraph 10 below unless the WFD Fire Chief agrees that they may remain for use by WFD. All rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by WFD for the purposes of performing WFD's obligations under this Agreement shall be and remain the property of and in the possession and control of WFD.

9.4 Apparatus: WFD reserves the right to provide rolling stock and fire equipment different from those listed above and in **Exhibit C** at the Fire Station Facilities identified in paragraph 10 below. Initially, WFD will establish 2 Engine Apparatus and 1 Ambulance at the Huachuca City Fire Station (502 N Gonzales Blvd.). During the Term of this Agreement, WFD shall have the right to replace such Apparatus at the Fire Station Facilities so long as the WFD Service Level is maintained as provided in paragraph 3 above.

10. FIRE STATION FACILITIES:

10.1 Lease: Huachuca City shall lease to WFD during the Term of this Agreement the one existing fire station located at 502 N Gonzales Blvd. The Lease shall be applicable to the entirety of the facility as depicted on **Exhibit D** attached hereto and incorporated herein (the "**Leased Premises**") and include driveways and dedicated parking lots on the site of the Leased Premises.

10.2 Consideration: This Lease shall be at no cost to WFD and is part of the consideration, in addition to the payments by Huachuca City specified in paragraph 11 below, for WFD's provision of Fire Services under this Agreement.

10.3 Uses: The uses of the Leased Premises by WFD shall be as fire station and administrative offices for WFD and for such other purposes appropriate for the performance of Fire Services under this Agreement.

10.4 Utilities: Huachuca City shall furnish or cause to be furnished water, sewer, electricity and gas (the "**Utilities**") sufficient to meet WFD's needs at the Leased Premises. Utilities for the Leased Premises will be billed to and paid by Huachuca City.

10.5 Repairs and Maintenance; Cleaning and Tenant Finish: Huachuca City shall be responsible for assuring that the Leased Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Leased Premises by WFD firefighters. Huachuca City shall make, when needed and as reasonably requested by WFD, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the Leased Premises, as well as parking areas and sidewalks on the Leased Premises. WFD shall

arrange and pay for cleaning and custodial services on the Leased Premises and any future internal tenant finish changes at the Leased Premises which WFD determines are needed for the operation and use of the Leased Premises by WFD and which Huachuca City approves (which approval will not be unreasonably withheld).

10.6 Access & Security. Huachuca City and its authorized agents, employees, and contractors may enter the Leased Premises at reasonable hours and following reasonable notice to inspect the Leased Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Leased Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as reasonably possible so as to cause as little interference to WFD as reasonably possible. Notwithstanding the above, Huachuca City may enter the Leased Premises at any time in response to an emergency at the Leased Premises. Huachuca City is entitled to keys or pass cards with which to unlock all of the doors to the Leased Premises (excluding WFD's vaults, safes, and similar secured areas). During the time of entry by Huachuca City on the Leased Premises, Huachuca City shall be responsible for providing for the security of the Leased Premises and the personal property of WFD and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

10.7 Quiet Enjoyment. So long as the Lease remains in effect, WFD's possession and use of the Leased Premises will not be disturbed by Huachuca City or anyone claiming on behalf of or through Huachuca City except as expressly provided in this Lease.

10.8 Expiration or Termination: This Lease shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, WFD shall remove all equipment, rolling stock, and other personal property it owns within thirty (30) days of said expiration or termination and shall vacate the Leased Premises.

10.9 Minor Modifications: Huachuca City, by and through its City Manager, and WFD, by and through its Fire Chief, may agree upon minor modifications to this Lease, and to reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party's attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

11. PAYMENTS BY HUACHUCA CITY: During the Term of this Agreement, Huachuca City shall annually appropriate and make available funds sufficient to make payments to WFD as prescribed in this paragraph 11 and shall pay WFD each Quarter (July 1st, October 1st, January 1st, April 1st), as specified in **Exhibit E** attached hereto and incorporated herein. The total amount to be paid each year of the Term of this Agreement shall increase by no more than three percent (3%) if needed and agreed upon by both parties. If payment is not received by the tenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

12. JOINT ADVISORY BOARD/DISPUTE RESOLUTION: The Parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Huachuca City and WFD. The joint advisory board shall consist of four members. Two of the members shall be

appointed by Huachuca City and two of the members shall be appointed by WFD. The joint advisory board shall create an environment that encourages cooperation between Huachuca City and WFD in providing fire services and shall provide input and recommendations on policies and procedures to Huachuca City and WFD. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on such occasions as the Huachuca City's City Manager and the WFD Fire Chief mutually agree. Neither Huachuca City nor WFD may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.

13. MUTUAL AID AGREEMENTS: WFD and Huachuca City are both parties, along with a variety of municipalities and fire districts in and near the County of Cochise area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed by WFD on January 2008 (Cochise County) ("**Mutual Aid Agreement**"). WFD will continue to act in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by WFD.

14. OTHER:

14.1 Public Relations: Huachuca City Fire has a long tradition of servicing the community through various public relations activities. WFD wishes to acknowledge and will participate in such traditions as the 4th of July, National Night Out, the holiday parade, and similar activities.

14.2 Fuel: WFD may purchase fuel at the Huachuca City Service Center for the cost of fuel (non-taxed). If WFD uses said fuel, Huachuca City will invoice and bill WFD for the purchased fuel.

14.3 Coordination; Reports. Coordination and administration of this Agreement shall be conducted by and between the WFD Fire Chief and the Huachuca City Manager. WFD shall provide the Huachuca City Manager with quarterly written reports addressing performance under this Agreement. WFD agrees to be available to meet with the Huachuca City Manager at a time that is mutually convenient for both parties.

15. GENERAL PROVISIONS (Applicable to Agreement and Lease):

15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided,

however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Arizona law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective city charters and laws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party's title, rights and interests in property.

15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by WFD and Huachuca City. Nevertheless, failure by Huachuca City to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of WFD and Huachuca City, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party.

15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

15.8 No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

15.9 Conflict of Interest: Huachuca City agrees that no official, officer or employee of WFD shall have any personal or beneficial interest whatsoever in the services or property described herein, and Huachuca City further agrees not to hire or contract for services any official, officer or employee of WFD or any other person which would be in violation of this Agreement.

15.10 Law; Authority; Enforcement; and Claims:

A) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase “**Applicable Law**” shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Arizona; 2), The Whetstone Fire District Bylaws, Executive Orders, and applicable rules and regulations; 3) the Huachuca City Town Code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.

B) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Arizona, the applicable provisions of the Whetstone Fire District Bylaws, and the applicable provisions of the Huachuca City Town Code. Venue for any legal action relating to this Agreement shall be in the Superior Court in and for County of Cochise.

C) Exercise of Authority: Neither WFD nor Huachuca City shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of WFD and Huachuca City in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its Bylaws or Town Code, Huachuca City shall waive, or compensate WFD for, any Huachuca City taxes, assessments, fees, charges, or costs otherwise applicable to WFD’s property, purchases, uses, or activities directly related to the performance of this Agreement.

D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Arizona; provided, however, the Parties agree to and hereby release any

claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of this Agreement.

15.11 Insurance and Indemnification:

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless each other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, or negligence, misconduct, or other fault of the indemnitor, its officers officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The Parties agree to purchase, procure, and/or maintain any and all liability, property, and casualty insurances required by each party to protect, indemnify and defend the parties, and each of them from future Claims. The obligations under this Section shall survive termination of this Agreement.

15.12 *Force Majeure*: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

15.13 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the

provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.

15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the WFD Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.

15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Huachuca City: Town of Huachuca City
500 N Gonzales Blvd.
Huachuca City, Arizona 85616
Attention: City Manager

Copy to: City Attorney
Town of Huachuca City
500 N Gonzales Blvd.
Huachuca City, Arizona 85616

To Whetstone Fire District:
2422 N Firehouse Lane
Huachuca City, Arizona 85616
Copies to: Fire Chief
Whetstone Fire District:
2422 N Firehouse Lane
Huachuca City, Arizona 85616

City Attorney
County of Cochise
P.O. Drawer CA
Bisbee, Arizona 85616

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

15.16 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of

action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Arizona or the United States or either Party's Bylaws or Code, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.

15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.

15.23 Execution of Agreement: This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.

15.24 Electronic Signatures and Electronic Records: Huachuca City consents to the use of electronic signatures by WFD. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by WFD. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Huachuca City, Arizona as of

Town of Huachuca City

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Whetstone Fire District

By: _____
District Chairperson

ATTEST (if required)

By: _____
insert Title

APPROVED AS TO FORM:

By: _____
Civil Deputy County Attorney on behalf of
Whetstone Fire District

EXHIBIT A-1
Whetstone Fire District
STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Assist Police	1		1								
911 Hang-up	1		1								
Automobile	1		1	1							
Auto – w/o injury	1			1							
Bicycle	1			1							
Bicycle - only				1							
Building Investigation	1	1	1								
Building Collapse	1	1	1	1						1	County Regional
Bus	1		1	1							
Highway	1		1	1							
Motorcycle	1		1	1							
Trapped Persons	1	1	1	1							
Pedestrian	1		1	1							
Rollover	1	1	1	1							
Unknown injury				1							
Aircraft Crash	1	1	1	1						1	Fort Huachuca
Alarm Sounding	1										
Arson Investigation	1		1								
Auto-aid	1		1	1							Requested Resource
Bomb Threat	1		1	1							
Burnt Food	1	1	1	1							
CO Alarm	1		1	1							
Collapse	1	1	1	1							County Regional

Community Service	1			1							

STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Confined Space Rescue	1		1	1						1	County regional
Drowning	1		1	1							
CO Poisoning	1	1	1	1							
Jumper	1	1	1	1							
Lift Assist	1			1							
Medical Alarm	1			1							
Electrical	1	1	1	1							
EMS	1			1							
Explosion Investigation	1		1								
Explosion Confirmed	1	1	1	1		2W					County Regional
Apartment Greater than 1 story	2	2	2	2							County regional
Auto fire	1										
Bus, Motor home, Semi Truck	1		1	1		1W					
Dumpster	1										
Illegal Burn								1			
Reported out	1	1	1	1							
School	2	1	1	1							
Structure	2	1	2	1		2W					
Transformer	1										
Warehouse	2	2	2	1		2W					
Trash	1										
Weed								1	1		

Fuel Spill	1										
Haz-Mat Investigation	1		1								

STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Haz-Mat (Full Response)	1	1	1	1							County Regional
High Angle Rescue	1	1	1		1						County Regional
Helicopter Standby	1		1								
Industrial/Machine	1		1	1	1						County Regional
Lock-out Emergency	1			1							
Lock-out Non Emergency	1										
Gas Leak inside	2	1	1	1		1W					
Gas leak outside	1	1	1	1							
Oder Investigation	1			1							
Oder w/Smoke	2	1	1	1		1W					
Oder/Chemical	1	1	1	1							County Regional
Other	1	1	1	1							
Smoke Investigation Outside	1										
Ventilation Only		1									
Water Problem		1	1								
Water Rescue	1	1	1	1	1						County Regional
Wires down	1										

County Regional :

Technical Rescue Team (confined space, high angle, swift water, trench rescue).

Hazardous Materials (Fort Huachuca Fire Department).

Whetstone Fire District will use Mutual-Aid and Automatic-Aid responses when needed for large incidents or system is taxed with numerous calls.

EXHIBIT A-2
TRAVEL RESPONSE STANDARD

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EXHIBIT B FIRE PREVENTION

Consultation at Emergency Incidents

When there is a risk of structure collapse, upon request of the Incident Commander, a Huachuca City Building Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

Referenced Standards

The WFD/Huachuca City Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the Town of Huachuca City.

Plan Review

• **Pre-construction Conferences.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel (collectively hereinafter referred to as “WFD Fire personnel”) will be notified by Huachuca City and shall participate in pre-construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by WFD’s Prevention section will be directed in writing to the appropriate Huachuca City official(s).

• **Site Plan Review.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Huachuca City official(s).

• **Preliminary Plan Review.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will be notified by Huachuca City and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Huachuca City official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.

• **Final Building Plans and Specifications.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Huachuca City official(s). Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Huachuca City official in writing that there is no objection to issuance of a building permit. Huachuca City shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire inspection of the building. Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel shall participate in rough-in inspections during construction.

• **Certificates of Occupancy.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will be notified by Huachuca City (or the contractor) and shall participate in the final inspection process, and the final sign-off on the

building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will assist the appropriate Huachuca City official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Huachuca City official(s).

- **Consultation.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel shall offer consulting services to the Huachuca City community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Fire Code and fire-related sections of the Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Huachuca City official(s).

Business License Inspections

Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel, prior to approval of any initial, general, or specialized business license by Huachuca City, an inspection will be conducted by Fire Prevention personnel to determine compliance with the Huachuca City Fire Code. The findings will be forwarded to the appropriate Huachuca City official(s) for review. Upon request by the Town of Huachuca City, WFD Fire Prevention personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

Fire Safety Inspections and Basic Fire Inspections

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the Town of Huachuca City, including residential properties of more than two units, will receive an annual inspection. WFD Fire Prevention will conduct all basic fire inspections. WFD Operations Division personnel will conduct an annual property familiarization inspection of all commercial properties. When WFD Operations Division personnel have found a situation posing an imminent hazard, WFD will take immediate action to mitigate the situation and afterwards notify the appropriate Huachuca City official(s) about it.

- Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will conduct a technical inspection. All comments will be submitted in writing to the appropriate Huachuca City official(s). WFD personnel will advise the appropriate Huachuca City official(s) of any violation(s) discovered during the course of the property familiarization inspection. Huachuca City shall be solely responsible for any enforcement action concerning the violations; however, WFD personnel will be notified of follow-up inspections and afforded the opportunity to accompany Huachuca City officials in conducting those follow-up inspections. WFD personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Huachuca City officials, the building's ownership or building management.

- **Special or Technical Inspections.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Huachuca City property owners or managers in the development of emergency procedures and emergency evacuation plans.

- **Nightclubs and Other Assembly Occupancies.** WFD personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then WFD personnel will contact Huachuca City Police to enforce the code unless requested by Huachuca City officials to initiate code enforcement.

- **Files.** WFD Fire Prevention will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the WFD and Town of Huachuca City officials.

- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Huachuca City officials.

Method for Appealing Disagreements

A method must be established to appeal any disagreements between WFD and Huachuca City Building and Fire officials. Concerning the fire prevention matters addressed herein, a Huachuca City official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.

EXHIBIT C
FURNITURE, FIXTURES AND EQUIPMENT

The following Items are movable from the Huachuca City Fire Station:

Living Quarters:

1. 8 person dining table (1)” will turn over to Huachuca City”
2. office chairs (6)
3. Recliners (2)
4. Love seat (1) “not approved for fire station use”
5. Wood file cabinet (2)
6. Phone (1) “hard-line”
7. Printers (2)
8. Computer Desk (1)
9. Computer Tower (1)
10. Computer monitor (1)
11. Wood Entertainment Center (1)
12. Cubby Box (2)
13. Television (1)
14. Shredder (1)
15. Key Lock box (1)
16. Trash Can (2)
17. Stool (1)
18. Indoor Fan (1)
19. Dry Erase Board (1)
20. Cork Board (2)
21. Refrigerator (1)
22. Coffee Maker “Black + Decker (1)
23. Toaster (1)
24. Microwave “Rival” (1)
25. Toaster Oven “General Electric” (1)

Chief Office:

1. Wooden Desk (1)
2. Chairs (2)
3. Wooden File Cabinets (3)
4. Metal File Cabinets (2)
5. Phone (1) “hard-line”
6. Computer Tower “hp” (1)
7. Computer Monitor “ViewSonic” (1)
8. Lab Top Computer “acer” (1)
9. Cork Boards (2)
10. Dry Erase Board (1)
11. Kenwood Mobile Radio (1)

Apparatus Bay:

1. Treadmill "Nortic Track" (1)
2. Bowflex (1)
3. Ice maker "Ice o matic" (1)
4. Ice maker "Slotsman" (1)
5. Ice bagger (1)
6. Metal Cabinet (1)
7. Stand up Freezer "Metalfrio" (1)
8. Chest Freezer "Westinghouse" (1)
9. Extrication Tool "Phoenix – cutter, spreader, power plant" (1)
10. Negative Pressure Fan (1)
11. Hose Clamp "Hebert" (2)
12. Dolly (1)
13. Metal Bench (1)
14. Eyewash Station/portable (1)
15. Air Compressor "Husky 60 gallon" (1)
16. Six(6) Bottle Cascade System "oxygen"
17. Pressure Washer "DeWalt" (1)
18. SCBA Bottles (5)
19. 5" Hose (21 – 50' sections)
20. 5" Hose (2- 25' section)
21. 2 ½" Hose (34 – 50')
22. 2 ½" Hose (4- 100')
23. 1 ½" Hose (17 – 50')
24. 1" Hose (2-100')
25. 50' of Garden Hose

Bunkroom:

1. SCBA Refill Cascade System "Centaur" (1)
2. Wooden lockers (4 "5 per unit")

Storage Room:

1. 3 tier Tool Box "Craftsman" (1)
2. Leaf Blower "homelite" (1)
3. Prune Shears (1)
4. Jack Stand (2)
5. Car Jack (1)
6. Bolt Cutter (1)
7. Double Jack (3)
8. Metal Shelving unit (3)
9. Circular saw (2)
10. Twin beam spot light (2)
11. Heat gun "Broken" (1)
12. Plumbing snake (1)
13. Grease gun (1)
14. Jig saw (1)

15. Hydraulic Jack (1)
16. Hand held tool box (2)
17. Portable drill "porter cable" (1)
18. Corded drill (1)

Engine 161 (EN-324):

Engineer's Cabinet

1. 1 ½" fog nozzle
2. 1 ½" aerator nozzle
3. 2 ½" adjustable fog nozzle
4. 2 ½" straight stream nozzle
5. 1 ½" male cap
6. 1 ½" female cap
7. Wheel chocks (2)
8. Hose clamp "Hebert" (1)
9. Hydrant wrench (2)
10. 2 ½" deck gun nozzle
11. Rubber mallet (1)
12. 2 ½" to 5" Adapter (1)
13. 2 ½" double male (1)
14. 2 ½" double female (1)
15. 5" to 2 ½" reducer (1)
16. 4" to 5" reducer (1)
17. 2 ½" water thief (1)
18. 2 ½" to 1 ½" Gated wye (1)
19. 1 ½" Nozzle (1)
20. 1 ½" ball valve shut offs (2)
21. 2 ½" three way Siamese (1)
22. 2 ½" Nozzle (1)

Cabinet # 2

1. Helicopter LZ lights (1 set)
2. Chains (1 set)
3. Overhaul blanket (1)

Cabinet #3

1. Hooligan bar "short" (1)
2. Double jack "8lb" (1)
3. Pick-headed axe (1)
4. Pry bar (1)
5. Flat-headed axe (1)
6. Bolt cutters (1)

Rear Cabinet

1. Extension cord (1)
2. Tarps (2)

Cabinet #4

1. Ram (1) "Hurst"
2. Hydraulic hose (1)

3. Combi-tool, spreader/cutter "Hurst" (1)
4. Power plant "Hurst" (1)

Cabinet #5

1. Flat-headed axe (1)
2. Hooligan bar (1)
3. Husqvarna chain saw (1)

Ladder Rack

1. Pike pole (1)
2. Roof ladder "14ft" (1)
3. Extension ladder "24ft" (1)

Brush 161 (324)

1. Initial attack packs (2)
2. Tool box (1)
3. Box of wildfire fittings (1)
4. Box of wildfire nozzles (1)
5. Wheel chocks (1)
6. Bladder packs (2)
7. 5 gallon fuel can (1) "drip torch fuel"
8. 5 gallon fuel can (1) "diesel"
9. 5 gallon fuel can (1) "gasoline"
10. Drip torches (2)
11. Spanner wrenches (2)
12. Hydrant wrench (1)
13. Hose packs (2)
14. Weather kits (2)
15. Pulaski (3)
16. Combi-tool (1)
17. Shovel (1)
18. Mc cloud (2)
19. Hoe (1)
20. Chain saw chaps (1)
21. Chain saw repair kit (1)

Engine 162

Not inventoried yet at the repair shop M&M power coating

Engine 163

Not inventoried yet at the repair shop in Tucson

Rhino

Rescue 162

Not going to used

Rescue 161

Not going to be used

EXHIBIT D

Huachuca City Fire Station located at 502 N Gonzales Blvd. Huachuca City, Arizona 85616.



APPENDIX E

CONTRACT RENEWAL OPTIONS

- 1. 20 year contract with two 10 year extensions (Modeled after Litchfield contract).**
- 2. 15 year contract with two, eight year extensions.**
- 3. 10 year contract with two, five year extensions.**

Options presented allow for the Whetstone Fire District to move forward with the annexation process of bringing the Town of Huachuca City into the Whetstone Fire District Boundaries.

- 1. Documented support through resolution by the Town of Huachuca City of annexation into the Whetstone Fire District**
- 2. Documented support through resolution by the Whetstone Fire District of annexation of the Huachuca City Town Limits into the Fire District.**
- 3. That this contract becomes out of existence once the annexation is completed and the Whetstone Fire District starts to receive property tax revenues from the property owners of the Town of Huachuca City limits. This process could take 12-18 months (sometimes 24 months).**
- 4. Whetstone Fire District will notify the Town of Huachuca City once the property levies are included in the tax base of the District. Contract payments will no longer be collected and the contract will have been completed.**

Options presented also allow for the Whetstone Fire District to move forward with expanding our current CON to include the Town Limits of Huachuca City.

- 1. Having a long term contract allows for a perceived long term commitment between our organizations thus limiting an obstacle of uncertainty.**
- 2. Documented support by the Town of Huachuca City of Whetstone Fire District expanding our CON boundaries to include the Town Limits.**
- 3. Whetstone Fire District will attempt a non- contested/amended CON with the Fry Fire District.**

Contract extension also calls for a one year (12 month) termination if either party decides it would be in the best interest of their perspective organizations.

**HUACHUCA CITY PAYMENTS TO WHETSTONE FIRE DISTRICT 2021-2031,
2021-2036, 2021-2041**

Starting Yr/Mo	Ending Yr/Mo	Quarterly Amount	Annualized	Adjustments for costs if needed should not exceed 3% if approved
Option 1 10 year with 2-5 year extensions				
Jan-21	Dec-21	102,500	410,000	
Jan-22	Dec-22	102,500	410,000	
Jan-23	Dec-23	105,575	422,300	
Jan-24	Dec-24	108,742	434,968	
Jan-25	Dec-25	112,004	448,016	
Jan-26	Dec-26	115,364	461,456	
Jan-27	Dec-27	118,825	475,300	
Jan-28	Dec-28	122,390	489,560	
Jan-29	Dec-29	126,062	504,248	
Jan-30	Dec-30	129,844	519,376	
Jan-31	Dec-31	133,739	534,956	
Option 2 15 year with 2-8 year extensions				
Jan-32	Dec-32	137,751	551,004	
Jan-33	Dec-33	141,884	567,536	
Jan-34	Dec-34	146,141	584,564	
Jan-35	Dec-35	150,525	602,100	
Jan-36	Dec-36	155,041	620,164	
Option 3 20 year with 2- 10 year extensions				
Jan-37	Dec-37	159,692	638,769	
Jan-38	Dec-38	164,483	657,932	
Jan-39	Dec-39	169,419	677,670	
Jan-40	Dec-40	174,500	698,000	
Jan-41	Dec-41	179,735	718,940	

Huachuca City Type Six Engine:

WFD will recoup from the Gross Billing:

1. Personnel cost (wages) for staff that respond with apparatus.
2. Personnel cost (wages) for staff back filling responder shifts.
3. Any cost associated with the apparatus responding to the incident.
 - a. Fuel
 - b. Lodging
 - c. Meals
 - d. Repairs
4. WFD will charge a fee of 25% of the Net that the apparatus generates.

5. WFD will handle all billing and provide receipts for all expenses regarding the apparatus response. WFD will issue a check to the Town of Huachuca City once a check is received from the requesting agency, Arizona State Department of Forestry.